August 25, 2004

Dear Prospective Offeror:

#### Request for Proposal No: 110959

Fluor Hanford (FH) is interested in receiving proposals for supply of convenience copiers in support of the Hanford Project, Richland, Washington, under the Management and Integration Contract DE-AC06-96RL13200 with the U.S. Department of Energy.

Information regarding the product or services required and instructions for the preparation and submission of proposals are contained in the attached Request for Proposal (RFP).

FH looks forward to hearing from you regarding our request.

Sincerely,

Nancy Kelly-Girvin

Nancy Kelly-Girvin, Contract Specialist Procurement

# **CONTENTS**

| RFP PART I   | [ – Request for Proposal   | 3    |
|--------------|--|------|
| 1.0          | Introduction   |      |
| 2.0          | Basis of Award   | 3    |
|              | 2.1 Small Business Set Aside - Solicitation (A03)                  |      |
|              | 2.2 Local Business Preference (A62)                                | 4    |
|              | 2.3 Acceptance or Rejection of Proposals                           |      |
|              | 2.4 FH Determination   |      |
|              | 2.5 FH Not Obligated – Irregularities – Offeror Notification       | 5    |
| 3.0          | Proposal Submittal   |      |
|              | 3.1 Notification of Intent to Propose                              | 5    |
|              | 3.2 Deadline   | 5    |
|              | 3.3 Identification and Delivery                                    |      |
|              | 3.4 Withdrawal   | 6    |
|              | 3.5 Questions and Comments Regarding RFP                           | 6    |
|              | 3.6 RFP Amendments   | 6    |
| 4.0          | Proposal Instructions  | 6    |
|              | 4.1 General Proposal Requirements                                  | 6    |
|              | 4.2 Proposal Content   | 6    |
|              | 4.3 Offeror's Acceptance   | 8    |
|              | 4.4 Proposal Validity Period                                       | 8    |
| 5.0          | Notices to Offerors  |      |
|              | 5.1 Precedence of Requirements                                     | 8    |
|              | 5.2 North American Industry Classification System (NAICS) Code and | l    |
|              | Size Standard  | 8    |
|              | 5.3 Identification of Proprietary Data                             |      |
|              | 5.4 Financial Capability Determination Information                 | 9    |
|              | 5.5 Buy American Act   | 9    |
|              | I – ATTACHMENTS  |      |
| Attachment A | A: Representations and Certifications Form                         | . 10 |
|              | B: Price Form  |      |
| RFP PART I   | II – Draft Contract and Statement of Work                          | . 16 |

# RFP PART I - Request for Proposal

#### 1.0 Introduction

Fluor Hanford (FH) acting under its contract with the Department of Energy, requests you to submit a proposal for a firm fixed unit price type of contract to provide Hanford Site Convenience Copiers. Part I of this Request for Proposal (RFP) describes the basis of award, proposal submittal requirements, proposal instructions, and notices to Offerors. Part II contains Representations and Certifications and the Price Form, which Offerors are to complete, sign and return with their proposal. Part III is the draft contract including the Statement of Work, which contains all of the terms and conditions, attachments, and references that will govern performance of the work. FH may determine that any proposal not submitted in accordance with this RFP is non-responsive.

#### 2.0 Basis of Award

Award shall be made to the Offeror who is technically responsive with the lowest overall price.

# 2.1 Small Business Set Aside - Solicitation (A03)

Proposals made under this acquisition are solicited only from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone small businesses. Any resulting Contract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

• Small Women-Owned and Service Disabled-Veteran Owned Business may self-certify their business size

The following Small Business Concerns must be certified by the Small Business Administration (SBA):

- Small Disadvantaged Business Qualifications: A small business must be at least 51% owned and controlled by a socially and economically disadvantaged individual or individuals. African Americans, Hispanic Americans, Asian Pacific Americans, Subcontinent Asian Americans, and Native Americans are presumed to qualify. Other individuals can qualify if they show by a "preponderance of the evidence" that they are disadvantaged. All individuals must have a net worth of less than \$750,000, excluding the equity of the business and primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry.
- <u>HUBZone Small Business Qualifications:</u> A firm can be found to be a qualified HUBZone concern, if:

- It is small,
- It is <u>located in an "historically underutilized business zone"</u> (HUB Zone)
- It is owned and controlled by one or more U.S. Citizens, and
- At least 35% of its employees reside in a HUBZone.

# 2.2 Local Business Preference (A62)

This is a local business preference solicitation and, as such, the Buyer will increase all proposals from contractors that are not considered local by 6% for award evaluation purposes only. To be considered local, contractors must be operating in the local vicinity of the Hanford Site, Washington for the duration of any resulting contract. Local vicinity is defined as the Washington counties of Benton, Franklin, Adams, Grant, Klickitat, Walla Walla, Yakima, and Umatilla County, Oregon. For contractors not presently operating in one or more of these counties, but plan to in response to this solicitation, sufficient details showing such planning so as to be fully operational at the time of contract award must be provided with their proposal. The resultant Contract will require the Contractor to perform the actual scope of work within the local vicinity as defined herein.

# 2.3 Acceptance or Rejection of Proposals

FH reserves the right to accept or reject any proposal with or without prior discussion with the Offeror. FH may:

- award a contract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the most favorable technical and price terms);
- select one or more Offerors to negotiate further with;
- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

#### **2.4** FH Determination

FH will determine whether each Offeror is: qualified based on the requirements specified in the RFP; responsive to all requirements of the RFP; and responsible. The Offeror is considered responsible if a review of its past performance (including safety performance), financial standing, resource allocations, etc. indicate that the Offeror can reasonably be

expected to successfully perform the required work. The review may be based on submittals provided by the Offeror and information gathered from other sources including past performance for FH or other customers.

## 2.5 FH Not Obligated – Irregularities – Offeror Notification

FH will not pay any cost incurred in the preparation and submission of a proposal. FH also is not required to enter into a contract or any other arrangement with any Offeror. FH may waive minor informalities and irregularities in offers received.

There will be no public opening of proposals. FH will notify all of the Offerors after FH selects an Offeror for award.

## 3.0 Proposal Submittal

#### 3.1 Notification of Intent to Propose

FH requests that a prospective Offeror notify FH in writing no later than **September 14**, **2004** whether the Offeror intends to submit a proposal in response to this RFP. The Offeror may transmit the notification to the Contract Specialist via e-mail (nancy\_k\_kelly-girvin@rl.gov) or fax (509) 373-9107.

#### 3.2 Deadline

Proposals are due by 4:00 p.m. on **September 28, 2004.** FH reserves the right to reject any proposal received after the deadline as non-responsive to the requirements of the RFP.

#### 3.3 Identification and Delivery

Identify the package containing the proposal as "Proposal in Response to RFP 110959".

Address a proposal sent via the U.S. Postal Service to:

Nancy Kelly-Girvin, MSIN H7-10 Fluor Hanford P.O. Box 1000 Richland, WA 99354-1000

Address a proposal sent via another delivery service to:

Nancy Kelly-Girvin, MSIN H7-10 Fluor Hanford 2430 Stevens Center Richland, WA 99354

To meet the deadline, the Offeror may submit a proposal via fax or e-mail. Identify the name of the Contract Specialist and the RFP number that the proposal is in response to on the fax or e-mail transmittal document. If the Offeror faxes or e-mails a proposal in order to meet the deadline, the Offeror shall also transmit an original and the number of copies specified via U.S. Postal Service or delivery service.

The Contract Specialist's telephone number is 509-372-3355, the fax number is 509-373-9107, and the e-mail address is nancy\_k\_kelly-girvin@rl.gov. The Offeror may contact the Contract Specialist to verify that the Contract Specialist received the proposal.

#### 3.4 Withdrawal

You may withdraw your proposals by written notice received at any time prior to award.

#### 3.5 Questions and Comments Regarding RFP

The Offeror shall submit any comments or questions regarding the RFP in writing to the Contract Specialist no later than September 14, 2004. The Offeror may transmit questions and comments via fax or e-mail. Verbal questions will not be accepted. FH will answer all questions in writing for the benefit of all prospective Offerors. FH may issue an amendment to the RFP to resolve problems regarding the RFP in light of the questions and comments. FH will issue the amendment in time for prospective Offerors to consider the answers and amendments before finalizing their proposals.

#### 3.6 RFP Amendments

If this RFP is amended, then all terms and conditions that are not modified will remain unchanged. The Offeror shall acknowledge receipt of any amendment to this RFP by stating in the proposal that the Offeror received the amendment and considered the amendment in formulating the proposal.

#### 4.0 Proposal Instructions

# 4.1 General Proposal Requirements

Organize the proposal as outlined in "Proposal Content." Prepare the proposal simply and economically and provide a straightforward and concise presentation of the information requested in the RFP. Emphasize completeness and clarity. Do not submit elaborate brochures or other presentations that are neither required nor desired by FH.

## 4.2 Proposal Content

Proposals shall include the following elements and be organized in the manner listed below. Each volume of the proposal should be separate and complete. Omit all cost or pricing details from the technical proposal. The following documents make up a complete proposal package:

#### **4.2.1** Volume I – Technical Proposal (four copies)

The following information shall be provided in this volume:

- Technical information concerning the copier being proposed for each Volume Band detailing that each technical requirement in the Statement of Work will be met.
- The Offeror's transition plan describing how copiers will be initially installed and declared operational so as not to interrupt work processes on the Hanford Site.
- The Offeror's proposed method for tracking and providing supplies for all copiers on the Hanford Site as required by the Statement of Work.
- Offeror's description of how the Offeror proposes to meet FH's requirement to provide proper servicing, on an on-going basis, of all installed models of copiers in the time constraints as stipulated in the Statement of Work.
- Offeror's written evidence of the average number of copies between service calls experienced for each copier offered.
- The Offeror's implementation process associated with the on-going replacement of copiers on an as-needed basis and how the Offeror plans to work with FH to minimize downtime.
- Copies of Material Safety Data Sheets (MSDS) for any toner or chemicals that will be used during use, service or maintenance of copiers on the Hanford Site.
- Evidence of the Offeror's ability to obtain Department of Energy (DOE) clearances ("Q" or "3").

#### **4.2.2** Volume II – Cost/Price and Contractual Proposal (one copy)

Submit the following information in this volume:

#### 1. Price Form

Completed and signed Price Form. A blank Price Form is included as Attachment B, Part II of this RFP.

#### 2. Representations and Certifications

Complete and sign the Representations and Certifications Form. A blank Representations and Certifications Form is included as Attachment A, Part II of this RFP.

## 4.3 Offeror's Acceptance

The contract resulting from this RFP will be substantially the same as the draft contract that is contained in Part III of the RFP. Unless otherwise noted by the Offeror in its proposal, Offeror's submission of a proposal signifies the Offeror's unqualified acceptance of all of the technical requirements and other terms and conditions of the contract that are contained in or referenced in this RFP. Interpretations established by the Offeror to any part of this RFP may be considered an exception.

#### 4.3.1 Exceptions to Technical Requirements and Other Terms and Conditions

The Offeror shall describe any exceptions to the technical requirements and other terms and conditions of the sample contract on which the Offeror's proposal is based. Offerors are notified that FH considers the Offeror's compliance with the technical requirements and terms and conditions of the draft contract to be essential. In case of doubt, Offeror should request clarification from FH. If the Offeror takes any exceptions to the requirements of the RFP, the pricing shall be based on the requirements of the RFP and the exception(s) priced as alternates. If the Offeror's proposal is based only on the proposed exceptions, FH may determine that the proposal is non-responsive.

#### 4.4 Proposal Validity Period

A proposal shall remain firm for 120 days after the proposal due date.

#### **5.0** Notices to Offerors

#### **5.1** Precedence of Requirements

In the event of a conflict among the provisions, the RFP instructions, the RFP correspondence and the resulting contract, the terms of the contract shall govern.

# 5.2 North American Industry Classification System (NAICS) Code and Size Standard

FH has determined that North American Industry Classification System (NAICS) Code 532420 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is \$21M.

# 5.3 Identification of Proprietary Data

If the Offeror submits any data as part of its Proposal, which is considered by the Offeror to be "proprietary data", the document transmitting the data or which contains the data, shall be boldly marked indicating that the data included is considered to be proprietary.

## **5.4** Financial Capability Determination Information

FH reserves the right, prior to award, to require the Offeror to submit information that FH will use to make a determination whether the Offeror has the financial capability to perform the contemplated contract. Such information may include, but not be limited to: annual reports, lines of credit with financial institutions and suppliers, and any other information that may be required by FH.

# 5.5 Buy American Act

In accordance with the Buy American Act (BAA), domestic end products as defined in the BAA shall be afforded a preference in this procurement. For evaluation purposes FH will adjust offers of Foreign End Products (any end product, which is not domestic) and compare the adjusted prices with prices offered for the Domestic End Products to determine an award to the lower offer. The adjustment and award will be in accordance with FAR Part 25.

# RFP PART II – ATTACHMENTS

**Attachment A:** Representations and Certifications Form

**Attachment B:** Price Form

RFP Part II, Attachment A

#### REPRESENTATIONS AND CERTIFICATIONS FORM

These <u>Contractor Representations and Certifications</u> must be completed and submitted by all contractors and renewed as requested by the Buyer. Exceptions or qualifying comments must include an explanation, and further clarification provided if requested by the Buyer. The person signing the Representations and Certification on behalf of the Contractor certifies that the following statements are current and accurate.

- 1.0 Signer is authorized to represent the Contractor that is submitting a proposal for the contemplated contract in all matters related to pricing, terms and conditions, conduct of business, and buyer-contractor relationships between Contractor and the Buyer.
- 2.0 Contractor is an independent business concern free to enter into a binding agreement or contract with Buyer without any restrictions from another business entity or parent company. If otherwise, Contractor must identify the parent company or controlling entity. An "independent business concern" is defined in the Revised Code of Washington (RCW) 50.04.140. Buyer reserves the right to request copies of documents demonstrating compliance with this definition. Examples of applicable documents include: copies of contracts with other customers, business cards, IRS Form 1040 Schedule C, business phone listing, advertising, or copies of state business licenses.
- 3.0 Prices have been arrived at independently, without consultation, communication, agreement, or condition that relates to this action by any other contractor or competitor in violation of antitrust or anti-competitive laws. The Contractor has not, and will not, disclose offered prices to any other contractor or competitor prior to award of a resulting contract or cancellation of a solicitation. Contractor has not attempted to induce any other person or firm to submit, or not submit, an offer in response to this action. Contractor warrants that the prices offered do not exceed those currently offered to any other customer for the same or similar quantities of the same or similar goods or services.
- **4.0** No person or company, other than Contractor's employee(s) or affiliate firms, has/have been paid to solicit or obtain the contemplated contract nor has any agreement been made to pay a person or company a commission, fee, or any form of compensation contingent upon award of the contemplated contract.
- **5.0** Contractor meets all requirements of federal and State of Washington statutes, ordinances, rules and regulations, codes, and orders related to equal employment opportunity and operation of non-segregated facilities. Contractor shall comply in

- every respect with the equal employment opportunity laws in performing this contract.
- 6.0 Contractor has filed all reports required by Federal Executive Order 11246 and the U.S. Department of Labor, or any equal employment opportunity provision in any previous contract or subcontract with a federal government agency or Contractor.
- 7.0 If Contractor has 10 or more employees and has been awarded any contract or subcontract of \$10,000 or more within the last 12 months subject to E.O. 11246, Contractor has in place an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).
- 8.0 Neither Contractor nor any of its principals: (a) are presently debarred, suspended, proposed for debarment, or ineligible for the award of contracts by any Federal agency; (b) have, within a 3-year period preceding this date, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local government) contract or subcontract; been in violation of Federal or state antitrust statutes relating to the submission of offers; or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or been indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in (b) above.
- **9.0** Contractor has not, within a 3-year period preceding this date, had one or more contracts terminated for default by any Federal agency.
- 10.0 Contractor agrees to comply with the provisions of the Federal Service Contract Act (SCA), P.L. 89-286, 41 U.S. Code 351, as amended, or applicable rulings and regulations of the U. S. Secretary of Labor, for services to be performed by categories of workers identified in the SCA. Personnel performing work under the Contract shall be paid wages and fringe benefits not less than those determined by the Secretary to be prevailing in its locale, or those established by a bargained wage and benefit agreement, applicable to the Contract as provided in the SCA, throughout the performance of the Contract.
- Any facility utilized in the performance of the contemplated contract with Buyer has not been listed on the Environmental Protection Agency List of Violating Facilities as provided in the Federal Clean Air or Clean Water Acts.
- 12.0 Contractor certifies that all employees assigned to work on Buyer's premises or the Hanford Site are not under the influence of controlled substances. Assigned employees are subject to Contractor's substance abuse program with screening by a certified testing laboratory and are subject to random testing under the Buyer's program.

- 13.0 Products offered are domestic end products as defined in the Buy American Act, 41 U.S.C. 10, as amended. Contractor shall identify that/those product(s) in its offer along with the country of origin, which are of foreign origin, as defined in the Act.
- 14.0 Contractor certifies that it has not (a) provided, attempted or offered to provide; (b) solicited, accepted or attempted to accept; or (c) included, directly or indirectly, the amount of any kickback as defined by 41 U.S.C. Sections U51-58 with respect to this action.
- 15.0 Unless exempted below, Contractor shall provide a plan in accordance with FAR Part 19, 19.702 which separately addresses subcontracting opportunities with Small, Small Disadvantaged, HUB Zone, Service Disabled-Veteran and Women Owned Businesses. The plan will include base years and separate option years, if any, included in the contract. The subcontracting plan must be submitted and accepted by the Buyer prior to award.

Contractor shall submit semi-annual SF 294 reports(s), titled "Subcontracting Report for Individual Contracts", as required in FAR Part 19, 19.704, to the Contract Specialist no later than April 15 and October 15 for that current fiscal year demonstrating continued compliance. Elements of the Subcontracting Plan are identified in more detail in <a href="Special Provision SP-11">Special Provision SP-11</a> available for downloading from the Buyer's web site at: <a href="http://www.hanford.gov/pmm/downloads/download.htm">http://www.hanford.gov/pmm/downloads/download.htm</a>.

Good-faith compliance with the approved plan is a requirement of acceptable contract performance unless the Buyer granted an exemption prior to award for one of the following circumstances:

- 1. Contractor is a Small Business as defined in accordance with 13 Code of Federal Regulations (CFR), part 121 and FAR Part 19, 19.001.
- 2. Subcontracting opportunities are not offered with respect to the proposed Contract.
- 3. The proposed Contract is not expected to exceed \$500,000 or \$1,000,000 (if for construction of a public facility).
- 4. The proposed Contract will be performed entirely outside of the U.S., its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico.
- 16.0 Contractor certifies that, to the best of its knowledge and belief, no facts exist relevant to any past, present, or currently planned interest or activity (financial, contractual, personal, organizational, or otherwise) that relate to this Contract; and bear on whether Contractor has a possible conflict of interest with respect to (a) being able to render impartial, technically sound, and objective assistance or

advice; or (b) being given unfair competitive advantage.

If any actual or potential conflict of interest or unfair competitive advantage does or may exist with respect to this Contract, Contractor shall provide a description of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. The description shall contain enough information to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work

| <b>17.0</b> | Contractor agrees to submit and maintain an accurate Vendor Registration Form |
|-------------|---|
|             | (www.hanford.gov/pmm/) including Contractor's proper legal name, tax status   |
|             | and business description as defined by the Small Business Administration      |
|             | (www.sba.gov) and in the federal Small Business Act (P.L. 85-536).            |
|             |   |

| <b>18.0</b> | Based or  | n the Small | Business Adı    | ministr | ation size s | standard for | the NA  | AICS c  | ode |
|-------------|-----------|-------------|-----------------|---------|--------------|--------------|---------|---------|-----|
|             | identifie | d by the Bu | yers for this a | action, | Contractor   | 's business  | size is | classif | ied |
|             | as l      | Large       | Small           |         |              |              |         |         |     |

These certification statements concern matters within the jurisdiction of an agency of the United States. Making a false, fictitious, or fraudulent certification may render Contractor subject to prosecution under Section 1001, Title 18, United States Code. The Buyer may withhold an award or terminate a contract based on any negative responses to the certifications above and/or Contractor's failure to adequately describe the conditions of the response.

Contractor agrees that the certifications and conditions provided herein are a material and binding part of, and are hereby incorporated by reference into, any offer and resulting contract with Buyer for which these Representations and Certifications are submitted unless specifically excluded and agreed by Buyer in the Contract.

| Tax ID        |
|---------------|
|               |
| Title         |
|               |
| Date          |
|               |
| Email address |
|               |
|               |

RFP Part II, Attachment B

# PRICE FORM

The awarded price for each Volume Band shall remain the same for the initial three year contract period and two option years. The current number of copiers in use sorted by Volume Band (description in Statement of Work) is as follows:

| Copier          | Current Qty | Firm Fixed Unit Price/Each Copier |
|-----------------|-------------|-----------------------------------|
| Volume Band I   | 116         |                                   |
| Volume Band II  | 195         |                                   |
| Volume Band III | 213         |                                   |
| Volume Band IV  | 62          |                                   |
| Volume Band V   | 9           |                                   |

All quantities mentioned throughout this Request for Proposal for copiers, supplies and services are estimates only. The quantities of copiers listed are estimates of the number of copiers to be installed during the base period of the contract but are subject to change at any time.

| Company Name                    |                      |
|---------------------------------|----------------------|
| Authorized Representative       | Date                 |
| Typed or Printed Name of Author | rized Representative |

Printed Name/Title

Phone

Date Signed

# RFP PART III - Draft Contract and Statement of Work Contract: Release: Executed: Printed: Project Hanford Page: Mail Invoice To: Vendor: **TBD** Fluor Hanford Inc. Attn: Accounts Payable Post Office Box 1000 MSIN G1-80 Richland, Washington 99352 Please Direct Inquiries to: Work Location: Stacy Boothe Hanford Site Title: CONTRACT SPECIALIST Phone: 509-376-4464 Ext. Fax: 509-373-9107 Title: **DRAFT CONTRACT** Lease of Hanford Site Convenience Copiers – P-Card payment only Total Value: USD \*\*NOT TO EXCEED\*\* Pricing Method: FFU Contract Type: FP Start Date: 01/01/05 Project: End Date: 12/31/07 Contractor Authorized Signature **Authorized Signature**

Printed Name/Title

Phone

Date Signed

# DRAFT CONTRACT

# **CONTENTS**

| 1.0   | Award Notification (A57) Rev 2  | 18 |
|-------|---|----|
| 2.0   | Packaging and Marking   | 18 |
| 2.1   | Hazardous Material (C13)  | 18 |
| 3.0   | Delivery/Performance  |    |
| 3.1   | Term of Contract (F08)  | 18 |
| 3.2   | Option to Extend the Term of the Contract                             | 18 |
| 4.0   | Contract Administration   |    |
| 4.1   | Authorized Personnel (G03)  | 19 |
| 4.2   | Payments Using the Purchasing Card System (H06X) Rev. 2               | 19 |
| 4.3   | Service Contract Act of 1965 (H27X)                                   | 20 |
| 4.4   | Designation of Technical Representative (H38)                         | 20 |
| 4.5   | Payment Schedule (H59X)   | 21 |
| 5.0   | Special Requirements  | 21 |
| 5.1   | Hazardous Materials used in Connection with Maintenance Efforts (H76) | 21 |
| 5.2   | Material Safety Data Sheet (MSDS) (H92)                               | 22 |
| 5.3   | Material Safety Data Sheet Certification (H93)                        | 22 |
| 5.4   | Work Schedules (H97)  |    |
| 6.0   | Terms and Conditions  | 22 |
| 6.1   | Hazardous Material Rights (I29)                                       | 22 |
| 6.2   | Limitation of Liability – Services (I36)                              | 23 |
| 7.0   | General and Special Provisions  | 24 |
| Gene  | ral Provisions  | 24 |
| Speci | al Provisions - On-Site Services                                      | 24 |
| Speci | al Provisions - Service Contract Act of 1965                          | 24 |
| Speci | al Provisions -Classification/Security/Foreign Control                | 24 |

#### 1.0 Award Notification (A57) Rev 2

The Contractor is hereby notified that effective , the Contractor is awarded a Fixed Unit Rate Contract for the delivery/performance of the item(s) above in accordance with all the requirements and conditions set forth or by reference attached herein.

## 2.0 Packaging and Marking

#### 2.1 Hazardous Material (C13)

Any hazardous materials covered by this Contract shall be properly packaged, marked, labeled and certified to the carrier that the shipment is in proper condition for transportation according to applicable regulations of the Department of Transportation, (See CFR Title 49 Parts 171-178). Upon receipt of notification of any material on this Contract found to be nonconforming to the applicable Department of Transportation regulations for packaging, marking and labeling, the Contractor shall within 5 days and at no expense to the Buyer, (any expenses incurred by the Buyer in bringing material into conformity will be for the account of the Contractor and deducted from any monies due the Contractor):

- Repackage, remark or relabel the material to meet requirement at the Buyer's facility, or,
- Reach agreement with the Buyer to repackage, remark or relabel the material to meet requirements or Material Safety Data Sheet (MSDS) required.
- Pick up the nonconforming material at the Buyer's facility and replace with material conforming to all requirements of the Contract.

#### 3.0 Delivery/Performance

#### 3.1 Term of Contract (F08)

The term of this Contract shall commence on the date of award and shall end on December 31, 2007 unless extended by the parties or unless terminated by other provisions of this Contract.

# 3.2 Option to Extend the Term of the Contract

This contract includes the option(s) to extend the term identified herein. The total period of performance of the contract includes the base period plus two, one-year option period(s) (January 1, 2008 and January 1, 2009) that may be exercised by the Buyer. Buyer will exercise the option(s) by providing thirty days written notice to the contractor

prior to expiration of the contract's current period of performance. The actual exercise of the option(s) shall be formalized via a Contract modification.

#### 4.0 Contract Administration

#### 4.1 Authorized Personnel (G03)

| Only the following named Contract individuals are authorized to make changes to this document: |
|--|
| Contract Specialist,   |
| Contracts Manager,   |
| Procurement Director,  |

# 4.2 Payments Using the Purchasing Card System (H06X) Rev. 2

Reimbursement for materials/services provided under this contract will be made using the Buyer's Purchasing Card (P-Card) System. Acceptance of the P-Card for payment will be in lieu of any other forms of payment by the Buyer on this contract.

The Contractor is required to report to the Buyer all costs in a form and frequency stipulated by the Buyer. As a minimum, the report will contain:

- 1. Hanford Site Company Receiving Services
- 2. Copier Installation Date
- 3. Copier location
- 4. Key Operator
- 5. Key Operator Phone Number
- 6. P-Card Holder
- 7. Copier Model Number
- 8. Copier Serial Number
- 9. Unit Cost Per Copier
- 10. Total Cost for the Period Being Reported

The Buyer's P-Card system uses a Visa Card issued by J. P. Morgan Chase. The Contractor must have a merchant account and/or otherwise be authorized to accept Visa Card for any payment to be made.

The credit card numbers, expiration dates, account numbers, card holder's names and contact information is considered business sensitive by the Buyer. By accepting such information, Contractor agrees to take reasonable steps to secure and safeguard the information, not to disclose it to third parties, and to ensure that only a limited number of people with a need-to- know basis have access to the data. In the event data security is compromised, immediate steps must be taken to notify the Buyer and the JP Morgan Chase Fraud Department (1-800-270-7760). To the extent that adequate safeguards are not in place or Contractor fails to take prompt action to mitigate the potential for loss or fraud, Contractor will be responsible for such loss.

#### 4.3 Service Contract Act of 1965 (H27X)

This Contract is subject to the McNamara-O'Hara Service Contract Act of 1965 (SCA) as specified in Special Provision SP-6. The Department of Labor Wage Determination Nos. 94-2569 (Rev 15) and 94-2570 (Rev 6) is incorporated herein.

In accordance with the SCA, the contractor shall pay service employees, employed in the performance of this contract, no less than the minimum wage and furnish fringe benefits in accordance with the incorporated Wage Determination.

During the term of this contract, the Buyer may unilaterally modify this contract to incorporate revised Wage Determinations. If a Wage Determination (or revision) is incorporated after award and the contractor has to adjust rates payable to employees covered by the SCA in order to comply with the specified minimum wages and fringe benefits, the contractor may request an equitable adjustment in accordance with Special Provision SP-6 and other provisions of this contract.

For reference, a copy of the most recent Hanford Area Blanket Wage Determination is posted on the acquisition web site at

http://www.hanford.gov/pmm/downloads/download.htm. A Directory of Occupations and more information about the Service Contract Act can be found on the Department of Labor web site at <a href="http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm">http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm</a>

# **4.4** Designation of Technical Representative (H38)

The Buyer hereby designates the following as the Buyer's Technical Representative, (BTR) for this Contract: Name/phone/mail stop: TBD.

The BTR is responsible for monitoring and providing technical guidance for this Contract and should be contacted regarding questions or problems of a technical nature. The BTR is also responsible for appropriate surveillance of the Contractor's representative while on site. In no event, however, will an understanding or agreement, modification, change

order, or any deviation from the terms of this Contract be effective or binding upon the Buyer unless formalized by proper Contract documents executed by the Contract Specialist prior to completion of this Contract. On all matters that pertain to Contract terms, the Contractor shall contact the Contract Specialist specified within this Contract. When in the opinion of the Contractor, the BTR requests or directs efforts outside the existing scope of the Contract, the Contractor shall promptly notify the Contract Specialist in writing. The BTR does not possess any explicit, apparent or implied authority to modify the contract. No action should be taken until the Contract Specialist makes a determination and/or modifies the contract.

# 4.5 Payment Schedule (H59X)

In accordance with this Contract/Release, Contractor shall be reimbursed in accordance with the following prices which shall remain the same for the initial three-year contract period and two option years:

|               | <b>Quantity</b> | Firm Fixed Unit Price/Each |
|---------------|-----------------|----------------------------|
| Volume Band 1 | TBD             | TBD                        |
| Volume Band 2 | TBD             | TBD                        |
| Volume Band 3 | TBD             | TBD                        |
| Volume Band 4 | TBD             | TBD                        |
| Volume Band 5 | TBD             | TBD                        |

#### 5.0 Special Requirements

# **5.1** Hazardous Materials used in Connection with Maintenance Efforts (H76)

Any hazardous chemicals that are required to be used in accordance with established procedures for Contractor's equipment or hazardous waste that results from use of the chemicals shall be handled in accordance with 49 CFR parts 171 to 177, Department of Transportation Hazardous Materials regulations; 29 CFR part 1910.1000 To 1910.1500, Occupational Safety and Heath Standards subpart Z; 40 CFR part 370, and the requirements of the Washington Administrative Code title 173, section 303.

The maintenance contractor shall be responsible for removing from the site any materials used during the performance of its duties to meet the requirements of this Contract that may have come in contact with hazardous materials and is considered waste to be disposed of. The waste shall not be disposed of on site without the written approval of the Buyer. The maintenance contractor shall be required to have a Material Safety Data Sheet (MSDS) with its personnel for each hazardous material being used on site. The

maintenance contractor shall provide to the Buyer and the Technical Representative a copy of the MSDS for each hazardous material brought on site.

# 5.2 Material Safety Data Sheet (MSDS) (H92)

A Material Safety Data Sheet (MSDS) is required for any hazardous material required by this document. A copy of the MSDS is to be mailed/faxed directly to the cognizant Contract Specialist.

# 5.3 Material Safety Data Sheet Certification (H93)

A Material Safety Data Sheet (MSDS) is required for any hazardous material required by this document. If an applicable and current MSDS for any hazardous material requirement has already been submitted to the Buyer, then resubmission is not required. Contractor shall certify the previous submission by providing: product name, present document line item number, previous Contract line item number and date of the previous MSDS submittal. This certification must (1) be on company letterhead (2) provide the previous submission cross reference data specified herein, (3) Include a specific statement that there has been no changes affecting accuracy of the previous submittal and (4) be signed by a company official with authorization for such a representation on behalf of the company.

# 5.4 Work Schedules (H97)

**NOTICE:** Daily work schedules, facility operations and holidays are NOT consistent on the Hanford Site. In addition, some organizations and facilities observe alternate Friday closures.

Accordingly, the Contractor shall make specific schedule arrangements with the Buyers Technical Representative and/or facility manager in advance of performance.

The Buyer will not be liable for the cost of any delays which result from Contractor's failure to obtain a specific schedule agreement in advance.

# 6.0 Terms and Conditions

The terms and conditions set forth or referenced in the body of this document by the Buyer shall apply and the Buyer objects to and shall not be bound by any additional or different terms and conditions.

## 6.1 Hazardous Material Rights (I29)

The Contractor shall submit a Material Safety Data Sheet, (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313A, for all hazardous material in accordance with the delivery schedule requirements set forth within this document. This

obligation applies to all materials or items containing hazardous materials. Hazardous material is defined in Federal Standard No. 313A in effect on the date of this Contract.

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances and regulations, including the obtaining of licenses and permits), in connection with hazardous material. Neither the requirements of this article, nor any act or failure to act by the Buyer shall relieve the Contractor of any responsibility or liability for the safety of the Buyer, Government, Contractor or sub-tier Subcontractor personnel or property.

The Buyer shall have the right to use, duplicate and disclose any data to which this clause is applicable. The purpose of this right is to:

- 1. Apprise personnel of the hazards to which they may be exposed;
- 2. Obtain medical treatment for those affected by the material; and
- 3. Have others use, duplicate and disclose the data for Government use in connection with these same purposes.

The Contractor shall insert the same clause in any sub-tier Subcontract that may contain hazardous material.

# **6.2** Limitation of Liability – Services (I36)

- 1. Except as provided in paragraphs 2 and 3 below, and except to the extent that the Contractor is expressly responsible under this Contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Buyer acceptance of services performed under this Contract and (2) results from any defects or deficiencies in the services performed or materials furnished.
- 2. The limitation of liability under paragraph 1 above shall not apply when a defect or deficiency in, or the Buyer's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's Managerial Personnel", as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of:
  - a. All or substantially all of the Contractor's business;
  - b. All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the Contract is being performed; or

- c. A separate and complete major industrial operation connected with the performance of the Contract.
- 3. If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government or the Buyer through the Contractor's performance of services or furnishing of material under this Contract, the Contractor shall be liable to the Government or the Buyer, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Buyer's acceptance of, and resulting from any defects and deficiencies, in services performed or materials furnished under this Contract.
- 4. The Contractor shall include this clause, including this paragraph, supplemented as necessary to reflect the relationship of the contracting parties, in all lower-tier subcontracts over \$25,000.

# 7.0 General and Special Provisions

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. They shall have the same force and effect as if written into the body of the contract. Contractor is responsible for downloading and complying with the applicable revision as identified below.

Where appropriate, hyperlinks are provided for downloading the referenced document. Software for reading PDF files is available from a link provided on the Download page. [Download Provisions and Forms:

http://www.hanford.gov/pmm/downloads/download.htm]

**General Provisions** (revision 011, March 19, 2003)

Terms and conditions applicable to contracts requiring use of Government provisions found in the Federal Acquisition Regulation (FAR) or the DOE Acquisition Regulation (DEAR).

http://www.hanford.gov/pmm/downloads/Provisions/gp.pdf

**Special Provisions - On-Site Services** (SP-5 revision 006, December 23, 2003) <a href="http://www.hanford.gov/pmm/downloads/Provisions/sp-5r006.pdf">http://www.hanford.gov/pmm/downloads/Provisions/sp-5r006.pdf</a>

**Special Provisions - Service Contract Act of 1965** (SP-6 revision 001, January 29, 2003)

http://www.hanford.gov/pmm/downloads/Provisions/sp-6.pdf

**Special Provisions - Classification/Security/Foreign Control** (SP-10 revision 002, April 23, 2002)

http://www.hanford.gov/pmm/downloads/Provisions/sp-10.pdf

# STATEMENT OF WORK

# **CONTENTS**

| 1.0 | Intro | duction and Background                                   | 26 |
|-----|-------|--|----|
| 2.0 | Scope | e of Work – Specific                                     | 27 |
|     | 2.1   | Delivery and Initial Copier Installation                 | 27 |
|     | 2.1.2 | Site Preparation   | 27 |
|     | 2.2   | Supplies   | 28 |
|     | 2.3   | Maintenance/Repairs                                      | 28 |
|     | 2.4   | Key Operator Training                                    | 29 |
|     | 2.5   | Replacement and Removal of Copiers                       | 29 |
|     | 2.6   | Monthly Cost Report                                      |    |
| 3.0 | Scope | e of Work – General                                      |    |
|     | 3.1   | Network Printing Capability (refer to Volume Band V)     | 30 |
|     | 3.2   | Safety and Security                                      |    |
|     | 3.3   | Discontinuance of Service                                | 32 |
|     | 3.4   | Quantity of Copiers                                      | 32 |
|     | 3.5   | Title to Copiers   |    |
|     | 3.6   | Performance Review                                       |    |
| 4.0 | Techi | nical Requirements for Hanford Site Copiers              | 32 |
|     | 4.1   | Copier Reliability                                       |    |
|     | 4.2   | Copier Standardization                                   |    |
|     | 4.3   | Copier Capabilities                                      |    |
|     | 4.4   | Copier Features  |    |
| 5.0 | Speci | fic Volume Band Requirements                             |    |
|     | 5.1   | Volume Band I – Reliable up to 5,000 copies per month    |    |
|     | 5.2   | Volume Band II – Reliable up to 20,000 copies per month  |    |
|     | 5.3   | Volume Band III – Reliable up to 30,000 copies per month |    |
|     | 5.4   | Volume Band IV – Reliable up to 50,000 copies per month  |    |
|     | 5.5   | Volume Band V – Reliable up to 50,000 copies per month   |    |

# **Statement of Work**

#### **Hanford Site**

# **Convenience Copier Contract**

# Request for Proposal No. 110959

August 25, 2004

#### 1.0 Introduction and Background

Fluor Hanford, Inc. (FH) has the responsibility for administering convenience copier requirements for the U.S. Department of Energy (DOE) and its Sub-Contractors.

The purpose of this contract is to provide new and/or replacement copiers. The copiers shall reside in various buildings throughout Washington State; the Hanford Site, the Tri-Cities (Kennewick, Pasco, and Richland), and Olympia. Presently, there are approximately 600 convenience copiers. The snapshot below is for January 2004.

| Volume Band | Number of Copiers |
|-------------|-------------------|
| 1           | 116               |
| 2           | 195               |
| 3           | 213               |
| 4           | 62                |
| 5           | _ 9               |
| Total       | 595               |

All quantities mentioned throughout this Statement of Work for copiers, supplies, and services are estimates only. The quantities of copiers listed above are estimates of the number of copiers to be installed during the base period of the contract.

The contract is for an indefinite quantity term agreement for a monthly rental contract that includes low to medium volume digital copying capability. The period of performance under this three-year contract will begin January 1, 2005, and end on December 31, 2007. Two one-year contract extension options (January 1, 2008 and January 1, 2009) are included, and may be exercised at the sole discretion of FH.

The Seller may be requested to supply copiers to other Fluor entities and the contract shall be transferable to other Fluor entities with no restriction of use.

# 2.0 Scope of Work – Specific

# 2.1 Delivery and Initial Copier Installation

Copier installation shall begin immediately after contract award and must be completed within ninety (90) calendar days with as little disruption as possible to the users of the copiers. As each copier is installed and declared operational, the Seller shall provide a detailed installation report including model, serial number, and location to the FH Buyer's Technical Representative (BTR). The Seller shall post service information to include model and serial number, telephone number, and name of appropriate vendor service contact on each copier.

If the copiers are not delivered within the 90 day period described above, FH will rent copiers comparable to the copiers ordered from the Seller on an open-market basis until delivery and the Seller completes installation. The Seller shall deduct the additional Buyer cost of open-market rental including delivery, removal, and supplies from the Monthly Cost Report.

The Seller shall have adequate numbers of trained personnel on the Hanford Site during the initial installation period to resolve problems as they arise.

#### 2.1.2 Site Preparation

FH shall provide the Seller access to installation locations to evaluate space, power, and safety requirements. Site visits shall be arranged through the Buyer's Technical Representative (BTR). The BTR shall also arrange for any rewiring/recabling necessary to accommodate the Seller's copiers. The rewiring/recabling shall be done by FH at no cost to the Seller.

Prior to installation, the Seller shall verify that the electrical supply is adequate relative to grounding, voltage, wattage, and etc. Should a deficiency be discovered, the installation shall not be completed, and the Seller shall tag the copier appropriately, i.e., "do not connect to the electrical supply", and notify the BTR.

## 2.2 Supplies

The Seller shall ensure that each copier installation location is furnished with enough consumable supplies (all supplies required to maintain copiers including but not limited to toner, developer and oil; does not include paper) to produce a volume of copies equal to the upper limit of the copier's Volume Band. This will include any item such as fuser oil, toner, developer, waste toner receptacles, or staples for copiers bid with this feature, whether or not FH has specified this feature as a requirement. In addition, the Seller shall respond to verbal requests for additional consumable supplies under the following conditions: (1) Requester shall state the serial number and location of the copier that needs supplies; (2) The Seller shall deliver supplies within 4 hours after verbal request, and (3) Supplies shall be delivered during Hanford Site working hours. If supplies are not delivered within the 4-hour period, the BTR shall purchase a one-month supply on an open-market basis and the Seller shall deduct these costs from the Monthly Cost Report to FH.

The Seller's toner cartridge shall provide a means and material required for resealing the toner outlet opening such that when used as intended, the risk of direct exposure to toner during the toner cartridge recycling process is minimized.

The Seller shall be responsible for removal and recycling spent toner cartridges.

The Seller shall provide Material Safety Data Sheets (MSDS) for any products brought on the Hanford Site.

# 2.3 Maintenance/Repairs

The Seller shall provide sufficient personnel for proper servicing of all installed models of copiers including network connectivity and operation as appropriate; service personnel must be qualified and manufacturer certified on each model installed. Maintenance shall include all services, including but not limited to labor, parts, training, supplies, periodic preventative maintenance, emergency repair services, and any/all services required to maintain all copiers covered in good working order as required in the statement of Work. Replacement parts will be manufacturer's new or equal to new performance. Excluded from preventative maintenance are any/all repairs as a result of damage from abuse or misuse to copiers caused by other than the Seller.

The Seller shall schedule preventative maintenance services during Hanford Site working hours to ensure copiers remain in proper working condition. The Seller shall respond within two (2) hours, to verbal/telephone service calls for copiers designated as critical by the BTR. Standard on-site response time shall be four (4) hours. If a copier cannot be repaired within 24 continuous hours, the Seller shall provide a replacement copier (of equal or greater capability) and make it operational by the end of that 24-hour period and until the original copier is repaired and operational. If the copier is not replaced within

that period, FH shall obtain a copier comparable to the inoperable copier on an open-market basis until the replacement is delivered and installed by the Seller. The Seller shall deduct the cost of open-market rental including delivery, removal, and supplies from the monthly cost report to FH. Any copier with repetitive or continuing malfunctions shall be replaced as deemed necessary by the BTR based on the number of work days per month that a copier is making acceptable copies/not making acceptable copies.

A service ticket for all repairs shall be provided to the Key Operator.

# 2.4 Key Operator Training

Key Operator training shall be provided by the Seller at time of installation and shall cover, but not be limited to, the following topics:

- Basic features of copier
- Loading paper
- Changing toner (written instructions shall be provided communicating proper steps required to minimize direct exposure to toner during toner cartridge installation and disposal processes)
- Clearing paper jams
- Cleaning of glass and platen
- Supplies ordering, delivery, and use
- Safety Features
- Key Operator interface and communications
- A list of supplier contacts and phone numbers

# 2.5 Replacement and Removal of Copiers

#### 2.5.1 New Models or Capabilities

At any time during the contract period should the Seller or Seller's vendor introduce new or improved models of copiers or enhanced networking or electronic processing capabilities, the Seller shall be allowed to propose the substitution of new models initially offered under this contract. The Seller's proposal shall be made in writing to the FH Contract Specialist. Any new model or capability offered shall be of equal or greater capability as the provided model. The BTR shall approve acceptance of technically approved new models. Pricing shall remain unchanged should a new model copier exchange occur.

#### 2.5.2 Replacement of Copiers

During the contract period, should the repair record of any copier reflect any downtime in four (4) or more working days in any calendar month, a determination may be made by the BTR to replace the initial copier with a new copier, or to have the Seller or Seller's Vendor certify on the repair record that sufficient repairs have been made to preclude

continuing abnormal breakdowns. In those cases where a repaired copier continues to break down, the Seller shall grant credit or reimbursements at the rate of the average daily charge, times the total number of days certified by the BTR as downtime.

FH shall not pay the monthly copier cost(s) if the Seller fails to maintain the copier(s) in good operating condition; fails to respond to service calls; or fails to maintain a crew of experienced, qualified, and trained service personnel in sufficient numbers to actively and efficiently service and support the population of copiers covered under the resulting contract. Also, FH shall not pay the guaranteed minimum monthly volume for reasons "beyond the control" of FH. An example shall include, but not be limited to, the following: delays in removal of equipment by the Seller, barricaded facilities, facility emergencies, and/or security emergencies.

## 2.5.3 Implementation Process

All copiers ordered after the initial installation period shall be delivered and installed within an agreed time period after the order is placed.

#### 2.5.4 Removal/Termination Charges

No charges will be paid by FH for removal of copiers.

# 2.6 Monthly Cost Report

The Seller shall furnish a single Monthly Cost Report, in electronic format, for each given month's copier service by the 20th day of the current month. The Monthly Cost Report shall be itemized to show the following:

- Hanford Site Company Receiving Services,
- Copier Installation Date
- Copier Location
- Key Operator
- Key Operator Phone Number
- P-Card Holder
- Copier Model Number
- Copier Serial Number
- Unit Cost Per Copier
- Total Cost for the Period Being Reported.

#### 3.0 Scope of Work – General

# **3.1 Network Printing Capability** (refer to Volume Band V)

Printing/Copy Centers on the Hanford Site will require multi-function-networked devices that copy and function as a printer through a network interface.

Copiers that have a network interface and can serve as a multi-functional networked device or print server must meet the following requirements:

- A. The network interface shall be able to connect to the following networks:
  - Twisted Pair 10/100BaseT
- B. Shall support the Transmission Control Protocol/Internet Protocol (TCP/IP) network protocol (including Line Printer Remote (LPR) remote printing).
- C. TCP/IP network configurability shall be easily accomplished (either through Domain Host Control Protocol (DHCP), front panel on device, or network interface).
- D. Shall provide for unlimited distribution of printer drivers for the following clients:
  - Windows XP
  - UNIX
- E. Shall support PostScript Levels 1 and 2.
- F. Shall provide tools for remote administration and monitoring (Simple Network Management (SNMP) desirable).
- G. Shall be equipped with at least 64-MB memory.
- H. Shall pass an acceptance test by FH Network Infrastructure Systems staff.
- I. Shall have an automatic means of encrypting, cleaning or overwriting memory after each use of any process which causes information to be saved in memory (scanning, printing, copying, etc.).

Volume Band V for networked multi-function copiers will only be located in Printing/Copy Centers and run by Reproduction Operators - estimated requirement is 3-5 copiers.

#### 3.2 Safety and Security

The Seller's personnel shall comply with all FH safety and security regulations when performing work on the Hanford Site.

The Seller's personnel shall be required to obtain Hanford Site badges, attend Hanford General Educational Training (HGET), and other required training for access to the Site and shall be subject to background checks prior to being granted access to some installation locations. The Seller shall bear all costs associated with these requirements (HGET is approximately \$100.00 annually per person [approximately 3 hours per session]). FH reserves the right to refuse access to any of the Seller's employees at FH's discretion.

The Seller shall have the ability to provide adequate service in classified areas without requiring a FH escort. The Seller shall be responsible for planning, and maintaining a sufficient number of technicians in order to provide uninterrupted services. Timely requests for clearances shall be made by the Seller to maintain such level. FH shall bear costs associated with this requirement.

Per DOE Manual 471.1C, "Classified Matter Protection and Control Manual," the memory chips on digital copy machines will not be removed without permission and any remote diagnostics capabilities will be disabled."

#### 3.3 Discontinuance of Service

Upon receipt by the Seller of a 30-calendar day written notice from the Buyer, copier service for any copier shall be discontinued. The notification shall contain the following information: (a) copier location, (b) copier model and serial number, (c) and date copier shall be available for removal.

#### 3.4 Quantity of Copiers

The number of copiers and related features may be increased or decreased solely at FH's request at anytime during the term of the contract.

# 3.5 Title to Copiers

Title to all copiers shall remain with the Seller.

#### 3.6 Performance Review

FH and the Seller shall review performance under this contract with the goal of improving the effectiveness of services. These reviews will be monthly for the first three months of the contract, and on a quarterly basis thereafter. The Seller's performance shall be reviewed in the areas of quality, timeliness of work, cost management, attitude/cooperation, and safety. FH and the Seller shall also establish mutually beneficial goals to improve overall performance, including total cost reduction under the contract.

#### 4.0 Technical Requirements for Hanford Site Copiers

#### 4.1 Copier Reliability

Copiers offered for each Volume Band shall be capable of reliably producing the maximum number of copies for that Volume Band without causing excessive service requirements. Excessive service requirements are defined as three (3) or more service

calls within a 30 calendar-day period, or any downtime occurring in four (4) or more work days within a calendar month.

Remanufactured copiers are acceptable, provided that copy quality and all requirements of new copiers are maintained. Remanufactured copiers are defined as "factory" remanufactured (and certified) copiers that are warranted the same as new.

## 4.2 Copier Standardization

- A. Copiers shall be capable of operating on 115- or 220-volt, 60 Hz, AC electrical current.
- B. Copiers shall be equipped with a lighten/darken contrast control.
- C. Configuration of copiers shall either be console model or desktop-type with stand, and storage underneath for supplies.
- D. Copiers shall be capable of producing copies on transparencies.
- E. Copiers shall have a self-diagnostic system that indicates, as a minimum, the following conditions:
  - Needs toner
  - Needs paper
  - Paper misfeed or jams
  - Network connection status (applies only to Volume Band V copiers located in Printing/Copy Centers).
- F. Copiers shall have coded operational access capability, including separate copy count accumulators for each access code.
- G. Copiers shall clearly indicate when energized. This may be accomplished with a special power-on light or an appropriate indicator on the control panel.
- H. Copiers shall be standardized to operate functionally the same:
  - Face up automatic document feeders
  - Control panel layout and operation
  - Programmed the same way
  - Use the same toner, where possible
  - Location of on/off switch and copies meter

- I. An operator's manual shall be furnished with each copier.
- J. Each copier shall have The Seller or Seller's Vendor's name, model number, and serial number permanently and legibly stamped or affixed on a major component in a readily accessible standardized location. Any appropriate network connectivity information shall also be posted on Volume Band V copiers.-
- K. Copiers shall operate effectively using recycled paper (minimum 50% waste paper including 20% post consumer recovered materials conforming to Executive Order 12873, Federal Acquisition, and Recycling & Waste Prevention).
- L. Copiers shall perform satisfactorily at any temperature between 50 and 90 degrees Fahrenheit.
- M. Copiers shall not contain either asbestos or polychlorinated biphenyls (PCB's).
- N. The Seller shall specifically identify the presence of beryllium or beryllium compounds and lithium or lithium compounds. Example: If lithium is used in batteries, the Seller shall state that lithium is so used, and the numbers of locations of such batteries. Seller shall remove all batteries from the Hanford Site, which are removed from copiers because of failure or pending expiration of useful life.
- O. Underwriters' Laboratory, Inc., or an equivalent-testing laboratory, shall approve copiers. The FH Buyer shall approve the equivalent-testing lab.
- P. Copiers shall meet all applicable OSHA and WISHA standards and regulations. Copiers shall be equipped with a three-wire grounded plug.
- Q. Copiers shall be provided with a non-resettable counter (meter) that shall provide a continuous copy count of the copies made by the copier.
- R. Copiers shall have an Energy Saver feature.
- S. When required for the efficient operation of any copier provided under this contract, the Seller shall provide a surge protector to the Buyer at no charge.

#### 4.3 Copier Capabilities

Each model provided shall comply with all general requirements stated herein, plus those specific requirements applicable to the Volume Band. The Seller shall provide requirements for each suggested Volume Band, which include both a requirement for a minimum number of copies per minute and a requirement for a monthly volume production capability. There is no direct relationship either stated or implied between these two requirements. The fact that any copier meets the copies-per-minute requirement for a particular Volume Band does not, in any way, imply that it automatically qualifies to meet the monthly volume capability. That is to be based solely

upon the Seller or Seller's vendor's engineering knowledge of an in-service experience with copier model being provided for a particular Volume Band.

Conformance with the "minimum copy speed" requirements for each of the Seller's provided Volume Bands of copiers covered by this solicitation shall be determined in the following manner:

The copy quality selector shall be set at the number of copies per minute required for a particular Volume Band plus one copy. For example, a Volume Band II copier with a required minimum speed of 25 copies per minute would have its quantity selector set at 26.

The "START" control shall be activated and measurement of elapsed time will begin when the first copy is deposited in the receiving bin.

The elapsed time shall end when the last copy is deposited in the receiving bin.

The elapsed time shall be noted. If 60 seconds or less have elapsed for delivery of specified volume, the copier shall be judged to have passed the examination. If more than 60 seconds have elapsed, the copier shall be judged to have failed the examination. The Seller or Seller's vendor, at his/her discretion, may request one re-test of copiers failing this examination and such a request shall be granted. The offered copier shall again be subjected to the above procedure. A second failure to meet this requirement shall be considered final.

#### 4.4 Copier Features

The Seller shall make available any and all stated/listed features applicable to each copier provided for each Volume Band at no additional cost.

# **5.0** Specific Volume Band Requirements

#### 5.1 Volume Band I – Reliable up to 5,000 copies per month

#### 1. Standard Requirements

All copiers furnished under this Volume Band I shall meet the following minimum requirements, as well as applicable requirements for features specified as "Available Features":

- A. Copier shall have a minimum speed of 15 letter size (8-1/2" x 11") copies per minute.
- B. Copier shall be capable of reliably producing up to 5,000 copies per month.
- C. Copier shall be tabletop design with the Buyer's choice of ordering with or without standard cabinet base.

- D. Paper supply trays shall be furnished with each copier in conformance with the following conditions: (a) A minimum of two trays shall be furnished, one of which supplies 8-1/2" x 11" paper and the other of which supplies 8-1/2" x 14" paper or 11" x 17" paper (adjustable paper tray).
- E. Copier shall have standard automatic duplexing feature.
- F. Copier shall have reduction and enlargement features as standard.
- G. Copier shall have manual feeding by means of a 20-sheet bypass tray.
- H. Semi-Automatic document feeder specifically manufactured for this particular copier shall be available.

#### 2. Available Features

Standard cabinet/stand specifically manufactured for this particular copier shall be available.

## 5.2 Volume Band II – Reliable up to 20,000 copies per month

#### 1. Standard Requirements

All copiers furnished under this Volume Band II shall meet the following minimum requirements, as well as applicable requirements for features specified as "Available Features".

- A. Copier shall have minimum copy speed of 25-30 letter size (8-1/2" x 11") copies per minute.
- B. Copier shall be capable of reliably producing up to 20,000 copies per month.
- C. Copier shall be a console model or come with cabinet specifically manufactured for this particular copier.
- D. Paper supply tray/paper drawers shall be furnished with each copier in conformance with the following conditions: (a) A minimum of two trays shall be furnished, one of which supplies 8-1/2 x 11"paper and the other of which supplies 8-1/2" x 14" paper or 11" x 17" paper (adjustable paper tray/drawer).
- E. Copier shall have standard automatic duplexing feature.
- F. Copier shall have at least three pre-set reduction and enlargement modes.

- G. Copier shall have manual feeding by means of a 20-sheet bypass tray.
- H. Copier shall have automatic document feeder or recirculating document handler specifically manufactured for this particular copier.

## 5.3 Volume Band III – Reliable up to 30,000 copies per month

#### 1. Standard Requirements

All copiers furnished under this Volume Band III shall meet the following minimum requirements, as well as applicable requirements for features specified as "Available Features".

- A. Copier shall have minimum copy speed of 35-40 letter size (8-1/2" x 11") copies per minute.
- B. Copier shall be capable of reliably producing up to 30,000 copies per month.
- C. Copier shall be a console model or come with cabinet specifically manufactured for this particular copier.
- D. Copier shall have zoom reduction and enlargement modes, allowing variable reduction and enlargement in increments no larger that one percent (Range 64%-156% enlargement).
- E. Copier shall have standard automatic duplexing feature.
- F. Paper supply tray/paper drawers shall be furnished with each copier in conformance with the following conditions: (a) A minimum of two trays shall be furnished, one of which supplies 8-1/2" x 11" paper and another which supplies 8-1/2" x 14" paper or 11" x 17" paper (adjustable paper tray/drawer).
- G. Copier shall have automatic document feeder or recirculating document handler specifically manufactured for this particular copier.
- H. Copier shall have manual feeding by means of a 50-sheet bypass tray.

#### 2. Available Features

A. Large capacity paper tray (at least 1,000 sheets) specifically manufactured for this particular copier shall be available.

#### 5.4 Volume Band IV – Reliable up to 50,000 copies per month

#### 1. Standard Requirements

All copiers furnished under this Volume Band IV shall meet the following minimum requirements, as well as applicable requirements for features specified as "Available Features".

- A. Copier shall have minimum copy speed of 50-60 letter size (8-1/2" x 11") copies per minute.
- B. Copier shall be capable of reliably producing up to 50,000 copies per month.
- C. Copier shall be a console model, with automatic document feeder or recirculating document handler specifically manufactured for this particular copier, as standard.
- D. Copier shall have variable zoom reduction and enlargement modes, allowing variable reduction and enlargement in increments no larger that one percent (Range 64%-156% enlargement).
- E. Copier shall have standard automatic duplexing feature.
- F. Copier shall copy from sizes: 8-1/2" x 11", 8-1/2" x 14", and 11" x 17" onto paper sizes: 8-1/2" x 11", 8-1/2" x 14", and 11" x 17" and paper supply tray/paper drawers to accommodate all sizes.
- G. A large capacity paper tray (at least 1,000 sheets) specifically manufactured for this particular copier shall be standard for this copier.
- H. Copier shall have manual feeding by means of a 50-sheet bypass tray.

#### 5.5 Volume Band V – Reliable up to 50,000 copies per month

#### 1. Standard Requirements

All copiers furnished under this Volume Band V shall meet the following minimum requirements, as well as applicable requirements for features specified as "Available Features".

- A. Copier shall be a multi-function device that copies and functions as a printer through a network interface.
- B. Copier shall have minimum copy speed of 50-60 letter size (8-1/2" x 11") copies per minute.
- C. Copier shall be capable of reliably producing up to 50,000 copies per month.
- D. Copier shall be a console model, with automatic document feeder or recirculating document handler specifically manufactured for this particular copier, as standard.

- E. Copier shall have variable zoom reduction and enlargement modes, allowing variable reduction and enlargement in increments no larger that one percent (Range 64%-156% enlargement).
- F. Copier shall have standard automatic duplexing feature.
- G. Copier shall have at least three pre-set reduction and enlargement modes. Copier shall copy from sizes: 8-1/2" x 11", 8-1/2 x 14", and 11" x 17" onto paper sizes: 8-1/2" x 11", 8-1/2" x 14", and 11" x17" and paper supply tray/paper drawers to accommodate all sizes.
- H. Copier shall have manual feeding by means of a 50-sheet bypass tray.
- I. A large capacity paper tray (at least 1,000 sheets) specifically manufactured for this particular copier shall be standard for this copier.
- J. Volume Bank V copiers shall have the ability of double stapling, 3-hole punching, folding in ½ and "Z", and creasing upon Flour Hanford's request. It is anticipated that these capabilities will be needed on some Volume Band 5 copiers.